



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 1-09
MANAGEMENT OF THE
ROCKVILLE TOWN SQUARE MANAGEMENT DISTRICT**

Sealed proposals addressed to the City of Rockville, Maryland to provide for maintenance responsibilities of the City's Town Square Management District, will be received at Rockville City Hall, Purchasing Division, Attention: Eileen Morris, Contract Officer, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00 PM (EST), WEDNESDAY, NOVEMBER 26, 2008** . No proposals will be accepted after that time.

RECEIPT AND HANDLING OF PROPOSALS

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

1. Download the document from the City Web site at <http://www.rockvillemd.gov> Click on bids and proposals.
2. Call the Purchasing Division at (240) 314-8430 to have the RFP mailed.
3. Visit the Purchasing Division and pick up a proposal packet between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for **WEDNESDAY, NOVEMBER 5, 2008 AT 10AM** at Rockville Town Square Plaza under the pavillon. Directions to the Town Center can be found at <http://www.rockvillemd.gov/towncenter/index.html> Vendors are strongly encouraged to attend the meeting. Failure to attend the meeting may result in a significant decrease in score in the Understanding the Requirements, Approach And Work Plan section of this RFP.

PROJECT DESCRIPTION

The City of Rockville, Maryland is requesting proposals from qualified contractors to manage the maintenance responsibilities of the City's Town Square Management District, which is located within the 12.5 acre Rockville Town Square in the heart of Rockville Town Center. Maintenance responsibilities will include daily, monthly and annual tasks, including porter services, cleaning,

trash removal, security services, fountain maintenance, lawn and landscape maintenance, painting, snow removal, plumbing repairs, electrical repairs, masonry repairs, signage repairs/replacement, painting, as well as quality control and management oversight. These responsibilities are divided into two principal categories, Scheduled Services (ongoing), and Unscheduled Services (repairs, snow removal, etc.). The Contractor will be allowed to use both in-house employees and sub-contractors to perform the work required by the contract.

Additional information on the Town Center can be found at:

[HTTP://WWW.ROCKVILLEMD.GOV/TOWNCENTER/INDEX.HTML](http://www.rockvillemd.gov/towncenter/index.html)

AWARD

Award will be made to the qualified offeror obtaining the highest weighted score combining price and technical qualifications. Additional information regarding award criteria can be found within the Evaluation And Award Section of this document.

AGREEMENT

The successful offerors shall be required to complete a two-party standard form of agreement. A sample agreement is attached. No change to the agreement form will be considered.

TERM

The initial contract will be for a period of eighteen (18) months, beginning Monday, January 5, 2009 through June 30, 2010. At the City's discretion the Contract may be extended for five (5) additional one-year terms.

The offeror shall commit to providing the services requested at the rates submitted on Attachment A – Fee Schedule. The renewal option shall allow a price increase in the fourth year.

Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. In the event that the Mayor and Council do not grant necessary funding appropriation, then the affected multiyear contracts becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

Modifications and Amendments

During the initial period of the contract, or any extension thereof, the City reserves the right to restate and/or renegotiate with the contractor such additions, deletions, or changes as may be necessitated by law, changed circumstances, or changes services which the City may require. Additional services, if required, shall be at prevailing market rates and in proportion to existing fees.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the City.

Pricing Adjustments

Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics,

U.S. Department of Labor, and shall not exceed five percent (5%) or the CPI, whichever is lesser. The yearly increase or decrease in the CPI shall be that latest Index published and available for the year then ended, prior to the end of the contract year then in effect, as compared to the index for the comparable one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety days (90) prior to the contract anniversary date. Any approved cost adjustments shall become effective on the effective date of the approved contract extension and shall remain in effect the one year.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or are considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract will be considered cancelled on the scheduled expiration date.

PART II - RFP SCHEDULE

The following tentative schedule has been established for the RFP process:

RFP ISSUED	Wednesday, October 29, 2008
Last Date for receipt of questions	November 10, 2008, 10AM
Final addendum to RFP, if any, issued	November 14, 2008
RFP Due Date	November 26, 2008, 2PM
Oral Presentations, if necessary	Week of December 8, 2008
Contract award	Mid December
Contract start date	January 5, 2009

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations, in order to enter into a contract with the City. "Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

EXPENSES ASSOCIATED WITH RESPONSE

The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

MANAGEMENT OF THE ROCKVILLE TOWN SQUARE MANAGEMENT DISTRICT

1. BACKGROUND

Rockville Town Square is a 12.5 acre, mixed use development located in the heart of the City of Rockville. First opened in November of 2006, the components of Town Square include the new 63,000 square foot Rockville Library, 644 condominium and apartment units, 185,000 square feet of restaurants and retail stores, and a one-half acre park plaza. The development is served by four encapsulated garages, three of which have portions that are open to public use (970 spaces). All four garages have parking dedicated for the residents (approximately 1,000 spaces). Rockville Town Square is bordered by Beall Avenue on the North, East Middle Lane on the South, North Washington Street on the West and Maryland Route 355 on the East. Public investors in the project included the City of Rockville, Montgomery County, State of Maryland and United States Government. Private investors were RD Rockville, LLC and Federal Realty Investment Trust.

Town Square qualified as a “Best Mixed Use Project” because of its incorporation of residential, retail and public facilities. Its integration of smart growth principles such as mass transit and civic uses earned the award for “Best Smart Growth Master Plan.” Town Square, as it enters its third year, has become a bustling hub of activity.

The streets in Town Square, from curb to curb, are public right-of-ways, owned and maintained by the City of Rockville with the exception of Maryland Rt. 355 which is owned by the State of Maryland. Sidewalks in the development are owned 5 different condominium associations. The core of the public park/plaza is owned by the City of Rockville.

Additional information on the Town Center can be found at:

[HTTP://WWW.ROCKVILLEMD.GOV/TOWNCENTER/INDEX.HTML](http://www.rockvillemd.gov/towncenter/index.html)

2. SCOPE OF SERVICES

The City of Rockville, Maryland is requesting proposals from qualified contractors to manage the maintenance responsibilities of the City’s Town Square Management District, which is located within the 12.5 acre Rockville Town Square in the heart of Rockville Town Center. Maintenance responsibilities will include, but are not limited to, daily, monthly and annual tasks, including, but not limited to, porter services, cleaning, trash removal, security services, fountain maintenance, lawn and landscape maintenance, painting, snow removal, plumbing repairs, electrical repairs, masonry repairs, signage repairs/replacement, painting, as well as quality control and management oversight. These responsibilities are divided into two principal categories, Scheduled Services (ongoing), and Unscheduled Services (repairs, snow removal, etc.). The Contractor will be allowed to use both its own in-house employees and sub-contractors to perform the work.

The Contractor shall develop Management/Operational plan to cover all contract functions for submission to the City within ten days upon award of contract. The Contractor shall provide the necessary staff and training required to perform comprehensive facility and property management for all operational functions, including the planning, scheduling and allocation of resources.

The Contractor shall be responsible for estimating, planning, scheduling, budgeting, authorizing, controlling and accumulating all costs and manpower associated with full property management services activities, including Contractor procurement functions.

The Contractor shall be responsible for providing projected and actual resource data (i.e. cost of operations, materials, etc.) to the City, upon request, in support of the City’s budget process.

The Contractor shall develop and maintain a level of record keeping sufficient to accomplish the above functions and provide comprehensive, timely, and accurate reports to the City on a monthly basis concurrent with invoice schedule.

The Contractor is notified that activities, functions, and reports either directly or indirectly in support of this contract are subject to both scheduled audits by the City or the City's representative.

3. TECHNICAL AND CONTRACTURAL QUESTIONS

Technical and contractual questions pertaining to this RFP may be directed to Eileen Morris, Contract Officer, via e-mail at emorris@rockvillemd.gov no later than **Monday, November 10, 2008 at 10AM**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the requirements, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

It is the respondents' responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

4. PROPOSAL SUBMITTAL INSTRUCTIONS

One (1) original and four (4) copies of the proposal, marked "**RFP #1-09, "MANAGEMENT OF THE ROCKVILLE TOWN SQUARE MANAGEMENT DISTRICT,"**" must be submitted to and received no later than **2:00 P.M. (EST), WEDNESDAY, NOVEMBER 26, 2008** by the Purchasing Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Eileen Morris, Contract Officer.

In order to provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals must be submitted and contain the following elements organized into separate chapters and/or sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s).

- Letter Of Interest
- Understanding The Requirements, Approach And Work Plan
- Price Proposal
- Qualifications, Experience And Capabilities
 - Subcontractors
- References
- Execution Of Offer
- Other Miscellaneous Required Elements
 - Affidavit Form
 - Respondent's Questionnaire
 - Agreement
 - Performance & Payment Bonds

These elements parallel the basis of the City's proposal evaluation criteria. The following sections provide guidelines for information to include in the proposal.

a. Letter of Interest

Provide a Letter of Interest, not to exceed two (2) pages in length, which includes a short, concise and focused overview that introduces your firm to the reader. Letter should include company history, including capabilities in the area of services required, staff size, and location of office(s). If agency has more than one (1) office, staff sizes of each office should be provided. If the project is to be a joint venture, all member firms should be listed and staff members listed associated with this program.

b. Understanding The Requirements, Approach and Work Plan

This section should confirm your understanding of the Request for Proposal to include, but not be limited to, narratives describing your firm's understanding of the requirements, responsibilities, response times, scheduling and deliverables set forth herein, as well as, how your firm intends to accomplish related tasks and provide solutions to all of the needs identified.

Describe your recommended approach and work plan regarding the services that your firm will provide as they relate to the Scope of Services and the following requirements. This approach and work plan should communicate the company's approach to developing a detailed plan for assuming the responsibility for management of the Rockville Town Square Management District.

The Contractor acknowledges that it has inspected Rockville Town Square and that it understands the full property management service requirements and conditions under which the services shall be provided. No allowances shall be made for the Contractor's error, negligence, or failure to have adequately inspected the Town Square

5. SCOPE OF WORK

GENERAL INFORMATION

The following services are divided into two categories; scheduled and unscheduled. All scheduled and unscheduled services are for both the Town Square Management District and the Town Square Plaza area. The price proposal should be inclusive for both areas. The proposal form provides for separate price proposals for each area for scheduled services, administrative management fee and unscheduled services. The hourly rates will apply to both areas.

Scheduled services are those tasks that will occur on a regular basis. The cost for these services will be paid for at a monthly rate. No additional costs are anticipated for scheduled services. The property manager is responsible for ensuring that all scheduled services are completed. The property manager is required to provide daily quality control inspections of all associated areas in a paper or electronic manner, which allows City staff to monitor and audit satisfactory completion of all requirements for any given time period. Records of all quality control inspections are to be retained and filed by the Property Manager in a manner, which allows him/her to produce the records to City staff, at City Hall, within twenty-four (24) hours of a request for review and/or for copying. These records shall be the property of the City and are to be furnished to the City, in a format to be decided upon by the City at a later date, upon termination of any subsequent contract, at no charge.

Unscheduled services are those that are not anticipated to occur with any frequency. They are generally unpredicted repairs or maintenance activities, which are identified through the property manager's or the City's daily inspections. These may include snow removal, masonry, electrical or plumbing repairs. These services will be paid for at a time and materials (T& M) rate. The property manager must identify all unscheduled services. All unscheduled services must be approved in advance by the City of Rockville.

The cost Reimbursement Fee shall consist only of the exact, direct cost of such sub-contract or assignment, without any "mark-up" of any sort whatsoever by the Contractor. Hourly rates shall begin upon arrival on-site and shall continue until operations are complete.

PROPERTY MANAGER

The Contractor shall agree to ensure the continuity of the designated primary Property Manager assigned to perform the service. Contractor represents and warrants that the primary Property Manager is available for the entirety of the program and shall remain available throughout the term of the contract. Contractor represents and warrants that Contractor shall not remove or replace the primary Property Manager and Contractor agrees that Contractor's removal or replacement of the primary Property Manager may be grounds for termination of the contract. The City of Rockville recognizes, however, that events beyond the control of Contractor, such as death, physical or mental incapacity, long-term illness, or the termination of employment of the primary Property Manager, may require the Contractor to propose a replacement of another employee of the Contractor. In the event that such a replacement is necessary, Contractor agrees that the replacement person shall have equal or better qualifications at no additional cost to the City of Rockville. No replacement Property Manager shall begin work on the property without the prior written consent of the City of Rockville, except on a temporary basis in order to fulfill immediate needs of the contract.

The Contractor shall ensure the designated Property Manager has the management and technical expertise to perform the required services of the Property. The Contractor shall ensure that the Property Manager and staff are sufficiently skilled and knowledgeable to effectively and efficiently utilize general office and electronic communication technology.

Contractor shall have access to the Internet, established electronic mail, mobile telephone and required equipment necessary to communicate with the City of Rockville, program participants and its customers. This technology shall be available to the Property Manager to communicate with all necessary parties through the term of this contract. It is expected that the Property Manager utilize technology to communicate while traveling, as well as, administering this contract. The Contractor shall have the ability to transmit all documentation required by the City of Rockville electronically.

The Property Manager shall be responsible for assuring that all work is in compliance with any and all applicable Federal, State or Local guidelines, laws, policies, rules and/or procedures.

The City's Contract Administrator may make random inspections of the Contractor and Sub-Contractor's work areas and records related to this work. Any noted deficiencies will be brought to the attention of the Contractor. Any and all deficiencies must be corrected within forty-eight (48) hours or, if conditions preclude this response, on the first day thereafter when conditions do permit corrective action. The City of Rockville reserves the right to correct deficiencies that are not corrected within this time period, and the cost incurred shall be charged to the Contractor and deducted from the Contractor's invoice(s).

Contractor's personnel shall be respectful and cautious of City of Rockville employees work areas and personal property, as well as, courteous to City of Rockville employees and the general public when working in areas where these individuals are present. The City of Rockville will determine the definitions of respectful, cautious, and courteous.

All work shall be done in a safe, clean, timely, and orderly matter as determined by the City of Rockville. Whenever the Contractor leaves a City location, the location shall be clean, safe and free of any materials related to the work as determined by the City of Rockville.

Emergency Calls

An emergency call is a report of a condition/failure constituting immediate danger to personnel or property or failure of a critical facility operating system. This includes but is not limited to: fire, flooding, release of hazardous materials, any breach of security, broken water pipes, electrical power outages, electrical problems which may cause fire or shock, gas or oil leaks, and major air conditioning or heating problems. The Contractor shall respond immediately to all emergency calls.

For circumstances that interrupt or otherwise adversely impact either facility operations or facility occupant operations, the Contractor shall respond within 30 minutes from notification and remain on the job until the problem has been resolved. Examples of these types of service calls include but are not limited to: inoperative electrical circuits, extreme temperature complaints, inoperative lighting, etc. In instances where a service call cannot be resolved within 24-hours due to circumstances beyond the Contractor's control, the Contractor shall immediately notify the City's Contract Administrator of a mutually acceptable time and date for which corrective action shall be completed.

Reporting

The Contractor shall be responsible for providing projected and actual resource data (i.e. cost of operations, materials, etc.) to the City, upon request, in support of the City's budget process.

The Contractor shall develop and maintain a level of record keeping sufficient to accomplish the above functions and provide comprehensive, timely, and accurate reports to the City's Contract Administrator on a monthly basis concurrent with invoice schedule. The Contractor is notified that activities, functions, and reports either directly or indirectly in support of this contract are subject to both scheduled audits by the City or the City's representative.

Sub-Contractors

The Contractor's contracts or agreements with any Subcontractor shall not create any privity of contract between the City and such Subcontractors. However, any Subcontractors or agreements entered into by Contractor in connection with its performance hereunder shall provide that the Subcontractor shall be bound by and subject to all of the terms and conditions of this RFP and the resulting contract. No assignment or subcontract shall relieve the Contractor from its obligations to the City hereunder or shall purport to bind the City to any terms or conditions other than those contained in this RFP and/or resulting contract with the Contractor. All claims not covered by the subcontractor, due to the subcontractor's lack of knowledge will be the responsibility of the Contractor.

The Contractor shall be responsible for assuring the subcontractor's insurance is in force throughout the term of the agreement and shall establish a tracking system to insure compliance of insurance requirements.

Scheduled Services

a. Porter Service

Provide 2 porters - 7 days /week. Hours 7AM – 10PM

Daily Tasks

- Daily emptying of all trash containers and replacing trash can liners.
- Wiping down all hardscape including trash containers, drinking fountains, bike racks, benches, bollards, newspaper boxes, ornamental fountains and light poles.
- Removal of all trash and litter, including cigarette butts in all areas associated and identified, including landscape beds, tree pits, sidewalks, roadways and curbs. Refer to the attached area map for specific locations included.
- Replacement burned out light bulbs that are readily accessible. City to provide bulbs.
- Remove debris, trash and litter from within all ornamental fountains.
- Mop the block 5 lobby four (4) times/day. Approximately at 10 a.m., 2 p.m., 4 p.m. and 9 p.m.
- Wipe down all common area doorways, doorknobs, windowsills and handrails.
- All graffiti must be reported and removed within 24 hours. Graffiti must be photographed and an incident report provided to the City. Incident report forms will be provided to the Contractor.
- Additional porter service may be required for special events. (Hourly rates for additional services are to be proposed on the bid proposal form)
- Contractor shall be required to thoroughly screen (including police clearance), as permissible by law, the employee as well as furnish porter with uniforms and an identification badge with picture to be worn at all times.

Monthly Tasks

- Low pressure power wash/clean all areas, one (1) time per month. This includes sidewalks, pavers, curb lines, trash containers and benches. Power washing times will be coordinated with the City. The City must approve the low-pressure power washing procedures. Power washing procedures must not cause the deterioration of the pavers or the loss of sand between joints.
- Clean all surfaces on all ornamental fountains. Remove all stains, mold and discoloration.
- Scrape and remove all gum from pavers, curb lines and sidewalks.

b. On-Site Unarmed Security

General

Security personnel shall receive training in accordance with general accepted standards for security companies including, but not limited to, classroom training, which shall include sections on law and liability, and including on-site training to thoroughly familiarize personnel with the post and specific duties.

Security personnel shall not carry any weapons of any kind unless written permission is given by the City.

Security personnel shall wear blazer-type uniform including such patches or designations required by law.

Contractor shall supply copies of time sheets indicating hours worked and names of workers when requested.

Security firm must have a current Security Guard Agency License issued by the Maryland State Police

Security firm employees must be fluent in English

Daily Tasks – Provide evening and weekend patrols

- Provide security services for all areas identified on the attached area map. Security services are required between the hours of 6 p.m. to 2:00 a.m. Friday and Saturday, 6 p.m. – 10 p.m. Sunday and 6 p.m. to 11 p.m. Monday through Friday. Two security guards are required during hours listed.
- General duties can include greeting and direction of visitors, direction to messengers/delivery service, foot patrol and firm discouragement of those without business in the facility. During evening hours security shall all areas on a routine basis. The duties also include appropriate action during fire alarms or other facility emergencies. Personnel shall conduct themselves in a courteous, alert and professional manner at all times.
- Enforce the Interactive Fountain Rules and Regulations.

Weekly Tasks – Provide Every Friday

- Provide weekly (each Friday) written report detailing any security issues during the week including suspicious activity, vandalism, calls to City of Rockville Police and requests from retailers.

c. Landscaping Services

Weekly Tasks

- Mow all areas twenty-six (26) times per year during the mowing season. Turf is to be maintained at a 3 " (inch) height.
- Remove all weeds from all landscape areas including tree pits, annual beds, sidewalk cracks and pavers. All locations must be weed-free. Herbicide applications may be used to control weeds. All Maryland Department of Agriculture laws apply to all pesticide/herbicide applications.
- Clean-cut edge all cement curbs and sidewalks at all locations, every other mowing, using an edger that incorporates a steel blade.
- Asphalt and paver areas can be edged with a line trimmer.
- Blow all debris, clippings, leaves and etc from all areas. All debris must be collected and removed from the site.
- Adjust the settings on the irrigation system within all areas, including trees, on an as needed basis. Irrigation system must maintain the appropriate water moisture content in all areas.
- Remove any broken, hanging limbs or dead limbs from any trees within the area.
- Perform Integrated Pest Management (IPM) for all trees, turf and landscaped areas. IPM will include scouting, inspection and treatment. All treatments must be approved by the City of Rockville. Provide monthly IPM reports.

Annual Tasks

- Provide one (1) fall fertilization to all turf areas.
- Provide one (1) broad leaf weed control application to all turf areas.

- Apply two inches (2 ") of shredded hardwood mulch to all landscape beds. One application in April and the other in September.
- Provide one (1) fall leaf removal service from all landscape areas. Date must be scheduled with the City of Rockville. Additional leaf collection will be on going through the season.
- Over-seed all turf areas. Seed rate and species must be approved by the City of Rockville. Seeding shall occur in the fall. Temporary fencing may be required around newly seeded areas
- Perform one (1) pruning of all trees and shrubs located within the area. Pruning shall include the removal of all dead or dying limbs, water sprouts and suckers and raising low limbs. Pruning must comply with the ANSI standards for tree pruning. A Certified Arborist/Maryland Licensed tree expert must direct all pruning. The City Forester, prior to initiating the work must review pruning procedures. At the time of tree/shrub pruning all tree lighting must be adjusted so damage does not occur to the plant. This includes adjusting the straps or relocating strings of lights to prevent damage.
- Monitor performance of the irrigation system. System should provide adequate weekly moisture to all landscaped areas including lawns and trees. Perform necessary adjustment to nozzles, valves and time clock as necessary. Maintenance shall include start up and shut down and repairs. Repairs shall be done at a time and materials basis.

d. Seasonal Plantings

Annual Tasks – Three (3) times per year

- Install three (3) rotations of seasonal plantings within all beds and planters identified on the attached inventory. Plantings shall include spring bulbs, spring/summer annuals and fall/winter pansies.
- Bulbs shall be planted every six inches (6") within the planting beds. All bulb selections must be approved by the City of Rockville. All spent bulbs must be removed prior to planting annuals.
- Annuals shall be planted every ten inches (10") within the planting beds. Minimum size is four and one-half inch (4.5") plants. All plant selections must be approved by the City of Rockville.
- Pansies shall be planted every ten inches (10") within the planting beds. Minimum size is four and one-half inch (4.5") plants.
- All plantings shall be mulched with shredded hardwood mulch after planting.
- All beds or planters that are not under irrigation must be watered once per day. If planters are receiving adequate moisture from rain, watering is not required.
- Plant survivability is the responsibility of the contractor. All plants must be maintained in a robust and healthy condition.
- Dead plants shall be removed immediately and replaced within 48 hours.

e. Fountains

Daily Tasks

Interactive Fountain only (located in the Plaza) Daily inspection must include measuring and recording pH and chlorine levels, adjustment as necessary, cleaning of all strainers, monitor pumps, water flow, time schedule. **All inspections must be conducted by a Montgomery County certified Pool Operator.**

Weekly Tasks – Monday, Wednesday and Friday

Inspect all fountains including cleaning all filters, removing trash, debris and litter. Perform needed repairs at a time and materials basis.

Monthly Tasks

- Scrub and clean all fountains to remove all stains, spots and mold.
- Remove all coins and deliver to the City of Rockville.

Annual Tasks

- Perform annual start up of all fountains (April 1st). Start up shall include inspection of all valves, pumps, solenoids, filters and nozzles. Start up shall be per manufacturer's recommendations.
- Perform annual shut down of all fountains. (October 31st)
- Shut down shall include winterization of all parts, draining all appropriate parts, valves and lines.

f. Property Management

Property management fee shall be a fixed amount payable month to the firm for the provision of a wide range of property management services, such as, but not limited to the following:

- selection and supervision of all sub-contractors
- daily on-site quality control and inspection
- negotiating and entering into any contracts for goods and services
- processing invoices from sub-contractors
- termination and rehiring of sub-contractors
- providing a single on-site property manager to deal with retail, commercial, residential and City requests/complaints.
- identification and supervision of unscheduled services
- provision of all trouble-calls, maintenance and handyman services needed for the HVAC, electrical, lighting, plumbing or other systems.

Note: All non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses are to be included within the pricing offered.

Note: No additional payment will be made for travel related expenses (e.g. – meals, mileage, lodging, per-diem, etc.).

Unscheduled Services

a. Snow Removal

All walkways shall be cleared of snow within twelve (12) hours after the snowfall has stopped. All walkways, sidewalks and paver areas must be made safe whenever and wherever slippery conditions exist resulting from snow or ice accumulations. A list of de-icing materials to be used must be submitted to the City of Rockville prior to use. Provide a unit price for snow and ice storms less than two (2) inches, two – six (2-6) inches and over six (6) inches. Unit price includes the cost for de-icing materials. Depth of snow will be measured on site. In some instance snow will have to be hauled off site. Additional costs will

be negotiated if off site removal is required. All snow removal must be coordinated with the Public Works Department.

Contractor shall hand-shovel pavers in common areas and plaza to create pathways for pedestrians.

b. Plumbing Repairs

The contractor shall provide an hourly rate for unscheduled plumbing repairs. Plumbing repairs will be paid for on a time and materials basis. Plumbing work may include repairs drinking fountains, irrigation lines, sewer lines, sump pumps, oil separators and other equipment.

c. Electrical Repairs

The contractor shall provide an hourly rate for unscheduled electrical repairs. All repairs will be paid for at a time and materials basis. Electrical work may include repairs to receptacles within the tree pits, light poles, street light bulb replacement, illuminated bollards, fountain repairs, decorative tree lighting and other systems.

d. Masonry Repairs

The contractor shall provide an hourly rate for unscheduled masonry repairs. All repairs will be paid for at a time and materials basis. Masonry work may include repairs to pavers, curbs, sidewalks, stone walls and other structures.

e. Materials and Workmanship

After-hour service (between the hours of 5PM and 8AM) shall be charged at the standard rate bid for all positions.

The City reserves the right to furnish any or all materials for work performed under this Contract. Normally the Contractor will furnish required materials. Materials supplied by the Contractor must be at the CONTRACTOR'S COST. Contractor's cost is the actual invoiced cost of the materials to the contractor from a supplier, with no addition markup.

All vehicles, tools and equipment considered to be normal and customary to the trade(s) and utilized in the performance of the work will be furnished by the Contractor at no cost to the City. The equipment used must be of sufficient type, capacity and quantity to safely and efficiently perform the work specified.

No payment will be made for special equipment rental unless specific approval is obtained before the fact, and the rate is mutually agreed to by the Contractor and the City.

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.

f. Additional Porter Service

The contractor shall provide additional porter service when requested for special events and activities. The tasks will remain the same for all porter service. The contractor shall provide an hourly rate on the bid proposal form. The hourly rate shall be for one (1) porter.

g. Signage Repairs or Replacement

The contractor shall replace all management district directional signs damaged or missing from TSMD property within forty-eight (48) hours. Replacement of signs will be paid for at a time and materials rate.

h. Painting Services

Repaint bollards, bike racks, trashcans, fountains and benches. Paint must match existing color and type of paint. Painting shall include scapping, sanding and priming as necessary. Painting will be paid for at a time and materials rate.

General Responsibilities

The Contractor must provide a local telephone number for immediate contact which is monitored 24/7, 365 days per year. All calls placed by the City must be returned within 30 minutes.

All contractor employees and sub-contractors must wear clean uniforms with the company name and employee's name clearly identified.

All contract employees and sub-contractors must abide by all local, State and Federal regulations, ordinances, codes and laws pertaining to the particular trades or work associated with this contract. This includes MOSHA and OSHA standards.

Contractor shall be bonded and be responsible for all on-site employees to be in compliance with all state and local licensing requirements as well as wearing safety/protection clothing while performing services.

Consumable products for all **scheduled services**, such as trash can liners, cleaning products, mulch, fertilizer, water, annuals, etc shall be included in the scheduled services pricing. There will be no additional charges associated with the **scheduled services**. Consumable products required for **unscheduled services** will be paid for at the contractor's material cost.

The City will provide two monthly parking passes for the onsite managers at no cost. All other parking for contractors/sub-contractors or vendors will be at the contractor's expense.

All damage as a result of negligence by the contractor or sub-contractor will be repaired/replaced at the contractor's expense. All repairs must be made within 2 working days. All repairs must result in an as-built condition.

6. UNDERSTANDING THE REQUIREMENTS APPROACH AND WORK PLAN

Throughout this entire section (**UNDERSTANDING THE REQUIREMENTS, APPROACH AND WORK PLAN**) respondents must address in depth how you plan to meet the general or overall spirit of the City's needs, as well as, discuss the staffing level(s) anticipated by your firm to meet these needs and the relative effort that each staff member will devote to the project. This section should also provide

detailed information about your firm's mission and philosophies, as well as, its strategies and processes for providing management services to its customers that add value and distinguishes it from all others.

Lastly, this section should include a definitive statement of intent to comply with all terms and conditions as delineated in this RFP. In the event any of the terms and conditions found within this document are not acceptable as described, respondent must notate and explain any exceptions. Exceptions identified post response, may not be considered, and failure to agree to terms and conditions required by law or City purchasing regulation may be grounds for disqualification of your proposal or cancellation of any subsequent award.

a. Price Proposal

It is the intent of the City of Rockville to enter into a contractual agreement with one (1) firm based upon the requirements outlined within this proposal and the subsequent revision (if necessary) to the scope based upon negotiations at a fixed firm price or not to exceed fee rate. The Execution of Offer (Attachment A) should contain the total cost of your proposed services. Failure to provide these costs may result in the disqualification of your proposal.

b. Qualifications, Experience And Capabilities

This section must briefly explain the staffing plan and provide the qualifications of the staff that you will assign to this project after your firm is selected. This section should also focus on a comprehensive description of your firm, examples of your firm's commitment to the services set forth in this Request for Proposal, and a statement of qualifications demonstrating a minimum of five (5) years management experience and technical expertise required to competently handle the requirements of this program. At a minimum, this section of the proposal should include:

Complete resume'(s) or description of all assigned managers and key staff including, but not limited to, education, professional experience, certifications/licenses, length of time employed by your firm and/or whether or not the team member is part of a joint venture or a subcontractor.

Describe in detail your firm's experience with similar projects to include, but not limited to the following:

A list of five (5) projects, three (3) of which your firm is currently managing, that best illustrates your firm's capabilities as they relate to the required work including description, scope, project and cost. Include a description of the project, term of the contract, contract value. These projects should also demonstrate local work experience, as well as, knowledge of local regulations and conditions; preferably those in which the members of your proposed project team provided the same or similar services as requested herein. The City reserves the right to contact customers referenced to verify/confirm details provided by your firm.

Describe your quality assurance program and how performance is quantified and measured for each operation. Examples of how you measure and report service quality for other property owners is required in your response. Show your typical response times for common maintenance/service requests, including but not limited, to: hot-cold calls, light bulb replacement, plumbing and electrical problems, etc.

Note: The City has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the Contractor must provide replacement staff or sub-contractors satisfactory to the City in a timely manner and at no additional cost to the City.

Note: The Contractor may make no diversion or replacement of staff without submission of a resume of the proposed replacement with final approval by the City of Rockville.

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

c. Subcontractors

Subcontractors who will be assigned to this project are to be identified in the submittal. In the event an unforeseen need arises to utilize a subcontractor not identified in the submittal after an award has been made, the Contractor shall notify the City of Rockville in advance. Any and all subcontractors shall conform to all terms, conditions and specifications of the contract.

d. Execution of Offer

Complete and return the attached Execution Of Offer form (Attachment A) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

e. References

Provide the current name, address, telephone number, and contact person on the Reference Form (Attachment B) for the five (5) projects.

f. Transition Plan

Provide a proposed summary and schedule for key activities required to implement a smooth transition should you be awarded the contract. Include and identify all actions or information required from the City.

g. Other Miscellaneous Required Elements

Affidavit Form

Complete and return the enclosed Non-Conviction/Collusion Affidavit Form (Attachment C) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

Respondent's Questionnaire

Complete and return the attached Respondent's Questionnaire Form (Attachment D) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

Agreement

Provide a statement that the firm, if awarded the contract, will execute the attached City of Rockville Agreement. (Attachment E)

Performance & Payment Bonds

Provide a statement that the firm, if awarded the contract, will provide Performance (Attachment F) and Payment (Attachment G) bonds, if requested, and as prescribed.

Insurance

The Contractor shall meet all of the insurance requirements contained within this bid document. Provide a statement confirming compliance with the required insurance requirements.

7. EVALUATION AND AWARD

An Evaluation Committee consisting of City staff will review all proposals. The committee members will independently evaluate the proposals based on the following criteria:

Price Proposal	40%
Understanding the Requirements, Approach and Work Plan	20%
Contractor's qualifications, capabilities, experience and references	20%
Sub-contractors qualifications and experience	20%

The Evaluation Committee will evaluate the proposals and may also ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each Review Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals.

Selection will be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Negotiations may be conducted with one or more offerors so selected. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted, if needed, the City will select one or more offerors, which, in its opinion, has made the best proposals, and will award a contract(s) to that offeror(s). The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The Evaluation Committee may afford those offerors whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their proposals, including presenting proposal in a public forum. If requested, oral presentations shall be made at no cost to the City. When the committee has tentatively selected an offeror(s), it may request a conference to clarify specific matters. The City of Rockville reserves the right to reject any and all proposals and to accept the proposal(s) the City considers most advantageous. All proposals will become the property of the City.

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. In this instance, the decision to award will be based on the final evaluation including the BAFO. **Please note, respondents are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.**

The City Manager or the Mayor and Council will make the final decision of award based on the recommendations of the Review Committee, and endorsement of any other governmental bodies if necessary.

8. INVOICING AND PAYMENT

The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized costs (hours and hourly rates), for service and material receipts.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Rockville
Accounts Payable
111 Maryland Avenue
Rockville, MD 20850

9. PAYMENTS TO SUBCONTRACTORS

Within seven (7) days after receipt of amounts paid by the City of Rockville for work performed by a subcontractor under this contract, the Contractor shall either: pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

10. CONTRACTOR ADMINISTRATOR

The designated Contract Administrator will be Burt Hall, Director of Recreation and Parks, who may be contacted via e-mail at bhall@rockvillemd.gov at (240) 314-8602.

The City's On-Site Manager will be Noel Gonzalez, Facilities Engineer Specialist, who may be contacted via email at ngonzalex@rockvillemd.gov or via telephone at (240) 314-8700.

(ATTACHMENT A)

**CITY OF ROCKVILLE
EXECUTION OF OFFER FORM**

**RFP # 01-09
MANAGEMENT OF THE
ROCKVILLE TOWN SQUARE MANAGEMENT DISTRICT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL

CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES QUOTED ON THIS FORM.

Having visited the site and carefully examined the conditions affecting the work, and in accordance with all terms, specifications, inventories, site map and requirements, we propose to furnish all labor, equipment, materials and services and the performance of all work necessary for the furnishing of all scheduled and unscheduled services to the Town Center Management District.

BASE CONTRACT PERIOD - January 1, 2009 to June 30, 2010 (18 months)

SCHEDULED MAINTENANCE – Monthly Rate

	<u>TSMD</u>	<u>Town Center Plaza</u>
January	\$ _____	\$ _____
February	\$ _____	\$ _____
March	\$ _____	\$ _____
April	\$ _____	\$ _____
May	\$ _____	\$ _____
June	\$ _____	\$ _____
July	\$ _____	\$ _____
August	\$ _____	\$ _____
September	\$ _____	\$ _____
October	\$ _____	\$ _____
November	\$ _____	\$ _____
December	\$ _____	\$ _____
Sub Total	\$ _____	\$ _____

RETURN THIS FORM WITH PROPOSAL

BASE CONTRACT PERIOD - January 1, 2009 to June 30, 2010 (continued)

MONTHLY MANAGEMENT FEE \$ _____ \$ _____

UNSCHEDULED MAINTENANCE SERVICE

Snow Removal – each event	<u>TSMD</u>	<u>Town Center Plaza</u>
1. < 2”	\$ _____	\$ _____
2. 2” – 6”	\$ _____	\$ _____
3. > 6”	\$ _____	\$ _____

The hours listed below are for bid evaluation purposes only and do not represent any estimate or guarantee.

Plumbing Repairs

Master Plumber	\$ _____/hour x 50 hours	\$ _____
Plumber's Assistant	\$ _____/hour x 100 hours	\$ _____

Electrical Repairs

Master Electrician	\$ _____/hour x 50 hours	\$ _____
Electrical Assistant	\$ _____/hour x 100 hours	\$ _____

Masonry Repairs

Master Mason	\$ _____/hour x 50 hours	\$ _____
Mason's Assistant	\$ _____/hour x 100 hours	\$ _____

Porter Service

Porter	\$ _____/hour x 50 hours	\$ _____
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Painting Service

Painter	\$ _____/hour x 40 hours	\$ _____
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RETURN THIS FORM WITH PROPOSAL

YEAR 2 – July 1, 2010 to June 30, 2011**SCHEDULED MAINTENANCE – Monthly Rate**

	<u>TSMC</u>	<u>Town Center Plaza</u>
July	\$ _____	\$ _____
August	\$ _____	\$ _____
September	\$ _____	\$ _____
October	\$ _____	\$ _____
November	\$ _____	\$ _____
December	\$ _____	\$ _____
January	\$ _____	\$ _____
February	\$ _____	\$ _____
March	\$ _____	\$ _____
April	\$ _____	\$ _____
May	\$ _____	\$ _____
June	\$ _____	\$ _____
Sub Total	\$ _____	\$ _____

MONTHLY MANAGEMENT FEE \$ _____ \$ _____

UNSCHEDULED MAINTENANCE SERVICE

Snow Removal: each event	<u>TSMC</u>	<u>Town Center Plaza</u>
1. < 2"	\$ _____	\$ _____
2. 2" – 6"	\$ _____	\$ _____
3. > 6"	\$ _____	\$ _____

Plumbing Repairs

Master Plumber \$ _____/hour x 50 hours \$ _____
 Plumber's Assistant \$ _____/hour x 100 hours \$ _____

Electrical Repairs

Master Electrician \$ _____/hour x 50 hours \$ _____
 Electrical Assistant \$ _____/hour x 100 hours \$ _____

Masonry Repairs

Master Mason \$ _____/hour x 50 hours \$ _____
 Mason's Assistant \$ _____/hour x 100 hours \$ _____

Porter Service

Porter \$ _____/hour x 50 hours \$ _____

Painting Service

Painter \$ _____/hour x 40 hours \$ _____

RETURN THIS FORM WITH PROPOSAL

Year 3 - JULY 1, 2011 THROUGH JUNE 30, 2012

SCHEDULED MAINTENANCE – Monthly Rate

	<u>TSMD</u>	<u>Town Center Plaza</u>
July	\$ _____	\$ _____
August	\$ _____	\$ _____
September	\$ _____	\$ _____
October	\$ _____	\$ _____
November	\$ _____	\$ _____
December	\$ _____	\$ _____
January	\$ _____	\$ _____
February	\$ _____	\$ _____
March	\$ _____	\$ _____
April	\$ _____	\$ _____
May	\$ _____	\$ _____
June	\$ _____	\$ _____
Sub Total	\$ _____	\$ _____

MONTHLY MANAGEMENT FEE \$ _____ \$ _____

UNSCHEDULED MAINTENANCE SERVICE

Snow Removal: each event

	<u>TSMD</u>	<u>Town Center Plaza</u>
1. < 2"	\$ _____	\$ _____
2. 2" – 6"	\$ _____	\$ _____
3. > 6"	\$ _____	\$ _____

Plumbing Repairs

Master Plumber	\$ _____/hour x 50 hours	\$ _____
Plumber's Assistant	\$ _____/hour x 100 hours	\$ _____

Electrical Repairs

Master Electrician	\$ _____/hour x 50 hours	\$ _____
Electrical Assistant	\$ _____/hour x 100 hours	\$ _____

Masonry Repairs

Master Mason	\$ _____/hour x 50 hours	\$ _____
Mason's Assistant	\$ _____/hour x 100 hours	\$ _____

Porter Service

Porter	\$ _____/hour x 50 hours	\$ _____
--------	--------------------------	----------

RETURN THIS FORM WITH PROPOSAL

Painting Service

Painter

\$ _____/hour x 40 hours \$ _____

EXCEPTIONS

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any portion of this Request for Proposal?

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid: _____

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOPAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

_____ Street and/or P.O. Box

RETURN THIS FORM WITH PROPOSAL

City	State	Zip Code	Fed ID or SSN
_____(SEAL)_____			_____
Signature			Date

Print Signature			

WITNESS: _____

Signature

Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City	State	Zip Code	Fed ID or SSN
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BY: _____(SEAL) _____

Signature Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City	State	Zip Code	Fed ID or SSN
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STATE OF INCORPORATION: _____

BY: _____(SEAL) _____

Signature Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature

REMITTANCE ADDRESS (if different than above)

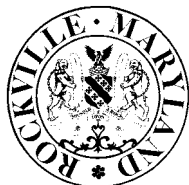
Street and/or P.O. Box

City

State Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

(ATTACHMENT B)



REFERENCES

The Offeror shall be a competent and experienced contractor with an established reputation within the community. The Offeror shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of five (5) projects involving work as specified. The Offeror shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the Offeror. Failure to submit the required information with the Proposal may be cause for rejection of the Request for Proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Offeror to furnish the services and the Offeror shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and deliver the service herein.

Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____ Term: _____
Description: _____

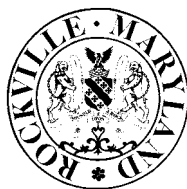
Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____ Term: _____
Description: _____

Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____ Term: _____
Description: _____

RETURN THIS FORM WITH PROPOSAL

Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____ Term: _____
Description: _____

Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____ Term: _____
Description: _____

(ATTACHMENT C)**A F F I D A V I T**

I hereby affirm that: I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of

Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

RETURN THIS FORM WITH PROPOSAL

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or

any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title_____ **Date**_____

NAME OF BIDDER_____

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RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT D)**RESPONDENT'S QUESTIONNAIRE**

The Respondent recognizes that in selecting a company/agent, The City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. The City of Rockville reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

Number of Years in Business: _____

Type of Operation: Individual _____ Partnership _____ Corporation _____ Government _____

Number of Employees: _____ (company wide)

Number of Employees: _____ (servicing location)

Annual Sales Volume: _____ (company wide)

Annual Sales Volume: _____ (servicing location)

State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.

Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.

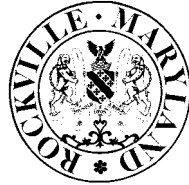
Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

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Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.

Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT E)**SAMPLE AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 2008 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and (consultant name) hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires a contractor to provide services for the (project name); and

WHEREAS, the City desires to employ the services of the Contractor to perform said services in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in Exhibit A attached hereto as a part hereof. In the event any term of the attached exhibit conflicts with this Agreement, this Agreement shall prevail. Contractor shall perform the serves described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. **REVIEW BY CITY.** The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

SAMPLE FORMS DO NOT RETURN

3. DOCUMENTS, ETC. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed.

7. TIME OF ESSENCE. The Consultant acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service. (enter completion date if applicable)

8. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of Competent Jurisdiction.

9. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

SAMPLE FORMS DO NOT RETURN

10. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

11. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

INSURANCE. The Contractor shall carry insurance with limits as outlined under the attached Insurance Requirement document and shall provide to the City a certificate evidencing the same.

CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

15. GOVERNING LAW. This agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

16. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

17. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

PAYMENT TERMS. Compensation shall be made by the City to the Contractor on a monthly basis. The fee for the work to be performed hereunder as set forth in the attached Exhibit A is in the amount not to (contract lump sum or NTE price). In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation

SAMPLE FORMS DO NOT RETURN

19. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the (enter name).

20. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

21. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

Claire Funkhouser, City Clerk

THE MAYOR AND COUNCIL OF
ROCKVILLE

By:_____
Scott Ullery
City Manager

ATTEST

(Consultant Name)

By:_____

Approved as to form and legality:

SAMPLE FORMS DO NOT RETURN

(ATTACHMENT F)**SAMPLE
CONTRACT PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 _____ and _____
 a (2) _____ and a (2) _____
 hereinafter call "Principal" and (3) _____
 of _____, State of _____

hereinafter called the "Surety", are held and firmly bound unto
 (4) The Mayor and Council of Rockville, Maryland, hereinafter
 called "Owner", in the penal sum of _____
 (\$ _____) in lawful money of the United States, for the payment of
 which sum well and truly to be made, we bind ourselves, our
 heirs, executors, administrators and successors, jointly and
 severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the
 Principal entered into a certain contract with the Owner, dated
 the _____ day of _____, 20____, a copy of which is hereto attached
 and made a part hereof for the service of: _____

NOW, THEREFORE, if the Principal shall well, truly and
 faithfully perform its duties, all the undertakings, covenants,
 terms, conditions, and agreements of said contract during the
 original term thereof, and any extensions thereof which may be
 granted by the Owner, with or without notice to the Surety, and
 if he shall satisfy all claims and demands incurred under such
 contract, and shall fully indemnify and save harmless the Owner
 from all costs and damages which it may suffer by reason of
 failure to do so, and shall reimburse and repay the Owner all
 outlay and expense which the Owner may incur in making good any
 default, then this obligation shall be void; otherwise to remain
 in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received
 hereby stipulates and agrees that no change, extension of time,
 alteration or addition to the terms of the contract or to the
 work to be performed thereunder or the specifications
 accompanying the same shall in any way affect its obligation on
 this bond, and it does hereby waive notice of any such change,
 extension of time, alteration or addition to the terms of the
 contract or to the work or to the specifications.

SAMPLE FORMS DO NOT RETURN

CONTRACT PERFORMANCE BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IT WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the day of _____, 20_____.

ATTEST

Principal_____
(Principal) Secretary

By _____(S)

(Address)_____
Witness as to Principal_____
(Address)

ATTEST:

Surety
By _____
Attorney-in-Fact_____
(Surety) Secretary_____
Witness as to Surety_____
(Address)

NOTE: Date of Bond must not be prior to date of Contract.

Correct name of Contractor

A Corporation, a Partnership or an Individual

Name of Surety

Name of Owner

If Contract is Partnership, all partners should execute bond

SAMPLE FORMS DO NOT RETURN

(ATTACHMENT G)**SAMPLE
CONTRACT PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 _____ a (2) _____
 hereinafter called "Principal" and (3) _____
 of _____, State of _____

hereinafter called the "Surety", are held and firmly bound unto
 (4) The Mayor and Council, of Rockville, Maryland,
 hereinafter called "Owner", in the penal sum of
 _____ Dollars (\$_____) in lawful money of the
 United States, for the payment of which sum well and truly to be
 made, we bind ourselves, our heirs, executors, administrators and
 successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the
 Principal entered into a certain contract with the Owner, dated
 the _____ day of _____ 20____, a copy
 of which is hereto attached and made a part hereof for the
 construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to
 all persons, firms, subcontractors, and corporations furnishing
 materials for or performing labor in the prosecution of the work
 provided for in such contract, and any authorized extension or
 modification thereof, including all amounts due for materials,
 lubricants, oil, gasoline, coal, repairs on machinery, equipment
 and tools, consumed or used in connection with the construction
 of such work, and all insurance premiums on said work, and for
 all labor, performed in such work whether by subcontractor or
 otherwise, then this obligation shall be void; otherwise to
 remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received
 hereby stipulates and agrees that no change, extension of time,
 alteration or addition to the terms of the contract or to the work
 to be performed thereunder or the specifications accompanying the
 same shall in any way affect its obligation on this bond, and it
 does hereby waive notice of any such change, extension of time,
 alteration or addition to the terms of the contract or to the work
 or to the specifications.

SAMPLE FORMS DO NOT RETURN

CONTRACT PAYMENT BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the day of _____ 20____.

ATTEST:

Principal_____
(Principal) Secretary

BY

(S)

(Address)_____
Witness as to Principal_____
(Address)_____
Surety

ATTEST:

By _____
Attorney-in-Fact_____
(Surety) Secretary_____
Witness as to Surety_____
(Address)

NOTE: Date of bond must not be prior to date of Contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) If Contractor is a Partnership, all partners should execute the bond

SAMPLE FORMS DO NOT RETURN



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND
INSTRUCTIONS TO BIDDERS**
(PROPOSAL 7/07)

1. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.

2. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.

3. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.

4. **ADDENDA** All addenda issued after the Request for Proposal and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods:

- Return a copy of the addenda with the bid
- Initial in person at City Hall receipt of the addenda
- Statement of receipt and acknowledgement with your proposal.

It is the responsibility of the vendor to make inquiry as to addenda issued.

5. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City. The City will accept or reject bids within ninety (90) days after the bid due date. Bids may not be withdrawn during that period.

6. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event

necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

7. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.

8. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Contract Officer in writing.

9. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

10. **SENSITIVE DOCUMENTS**

Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

11. **INTEREST IN MORE THAN ONE BID AND COLLUSION**

Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

12. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and

are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.

13. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
14. **PRINCIPAL PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
15. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Contract Officer. The Consultant shall submit to the Contract Officer sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
16. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
17. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
18. **PAYMENT** Payment will be made monthly upon receipt of an accepted invoice, submitted in duplicate to: City of Rockville
Attn: Accounts Payable Division
111 Maryland Avenue
Rockville, Maryland 20850

All invoices must reference a Purchase Order Number.

Payment will be made upon acceptance of work which is in compliance with specifications.

19. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Contract Officer within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

20. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
21. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

22. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Contract Officer

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

- 23. EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 24. GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 25. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

If the workmanship shall be found to be defective or to have been damaged, before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or neglect of the Contractor.

- 26. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The Contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.

- 27. SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

- 28. RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

- 29. AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

- 30. INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

- 31. NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

- 32. PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents

in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

33. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

34. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City of Rockville.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

35. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

36. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit

statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

37. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

38. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- 39. LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
- 40. ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
- 41. EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
- 42. DAMAGE CLAIMS**
The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.
- 43. OWNERSHIP OF DOCUMENTS**
Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Rockville. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City of Rockville. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City of Rockville agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.
- 44. CONTRACTOR EXCLUSION AND AFFIRMATION**
Signing the Letter of Interest and Execution of Offer with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the Contractor may be removed from all proposal lists. By signing this proposal, the offeror/contractor hereby certifies that:
- The Contractor shall not engage in providing consulting or other services to any private entity regarding any property within any project area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise.
- The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- The firm, corporation, partnership or institution represented by the Contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- The Contractor has not received compensation for participation in the preparation of the specifications for this Request for Proposal.
- 45. PUBLIC INFORMATION REQUESTS**
Information, documentation and other materials submitted under this proposal may be subject to public disclosure under various open records acts. Offeror is hereby notified that the City of Rockville strictly adheres to this open records requirements and the interpretations thereof rendered by presiding courts and tribunals. Offeror shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the contractor.
- 46. COST REDUCTION/SAVINGS**
It is the City's intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.
- 47. COMPLIANCE WITH CONTRACT**
The City Of Rockville will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the Requirements, Request for Proposal, Contractors Proposal and Contract, as well as, acceptable fulfillment of the contract on the part of the Contractor.
- 48. PROOF OF COMPLIANCE WITH LAWS**
When required, the Contractor shall furnish the City Of Rockville with satisfactory proof of its compliance with any and all Federal, State and Local laws, statutes, ordinances, rules and regulations, as well as, any and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract.
- 49. ABANDONMENT, DISSOLUTION & RESTRUCTURING**
A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is

significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. **The Contractor's insurance shall be primary.**

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>Form CA20 48 02 99 form to be both signed and dated.</i>
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

Montgomery County and the Condominium Associations must be named as additional insureds.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850